887; *Lawson* v. *Hewel,* 118 Cal. 613, 50 Pac. 763. According to this "contract" theory a person could be expelled by a proceeding which failed to give any notice or even be bound by an agreement not to question the decision of the board by resorting to the courts. A better view seems to be the one evidently taken by the court in the principal case, that equity will grant relief against rules contrary to natural justice. *People* v. *Uptown Assoc.,* 9 App. Div. 191, *Williamson* v. *Rundolph,* 48 Misc. 96. Whether this particular rule is contrary to natural justice or not, is a debatable question—the court assumes that it is, without discussion. Surely, however, there may be instances when a party should not be bound by unjust provisions in the constitution, which he has probably never read and which was never intended as a contract.

MARRIAGE—ANNULMENT.—Suit to annul a marriage on the ground that it was induced by the concealment of defendant that she was an incurable epileptic. No children were born of the marriage. *Held,* that the marriage should be annulled. *McGill* v. *McGill,* (1917) 164 N. Y. Supp. —.

The English courts which have jurisdiction over this subject have followed closely the decrees of the ecclesiastical courts which they succeeded, and will annul a marriage only when there is fraud in the factum, or that sort of fraud which produces an appearance without a reality of consent. *Moss* v. *Moss,* L. R. (1897) Prob. & Div. 263. The American courts, led by those of New York, have departed in varying degrees from this restricted view. *Reynolds* v. *Reynolds,* 3 Allen 605; *Ryder* v. *Ryder,* 66 Vt. 158. The statute of New York, (§1730 CODE CIV. PROC.) which authorizes the annulment of marriage for fraud, is in terms merely declaratory of the common law, and does not affect the question. The decisions in that jurisdiction have resulted from a greater liberality of view on the part of the courts, and not from legislation. Facts practically identical with those here given have been held to furnish insufficient grounds of annulment. *Lewis* v. *Lewis,* 44 Minn. 124, 46 N. W. 323; *Lyon* v. *Lyon,* 230 Ill. 366, and to the same effect is the recent case of *Allen* v. *Allen,* 85 N. J. Eq. 55, 95 Atl. 363, in which there was concealment of hereditary insanity. But in the latter jurisdiction, as in all others where the question has arisen, a venereal disease has resulted in annulment. *Crane* v. *Crane,* 62 N. J. Eq. 21, 49 Atl. 734; *Smith* v. *Smith,* 171 Mass. 404, 50 N. E. 933. Why many of these courts give relief in some cases, and deny it in others where the fraud of the defendant is equally plain and the danger to succeeding generations probably greater, is not apparent. *Sobol* v. *Sobol,* 150 N. Y. Supp. 248, in which annulment was granted because the husband was shown to have tuberculosis, furnishes a proper stepping-stone to the instant decision. Both promote the best interests of society and work no injustice to the defendant. See 13 MICH. L. REV. 426, and 13 HARV. L. REV. 110.

PLEADING—EXHIBITS AS PART OF COMPLAINT DEMURRED TO.—An action was brought against certain copartners and their bondsman, a corporation. The complaint failed to allege that the defendant bondsman was a corporation, but a copy of the bond sued on was attached to the complaint and